IM rules

5 July 2023

Rules of Registration and Use of Domain Names

The purpose of this document is to describe the rules governing the registration of .im domains and use of **domain names** within the *.im* domain and its sub-domains (the "Rules"). The Rules as amended from time to time form part of our terms and conditions (see separate document "Terms and Conditions") and are part of your **contract** of registration with us. Except where otherwise stated in the Rules, the definitions used in the terms and conditions apply to the Rules.

Please refer to guidance notes in addition to these rules before making an application to ensure that your application is successful.

1.   Domain Name Definitions

Definitions of words used in this document can be found in the companion document Glossary of Definitions.

1.1.   .im **domain names** can be registered as an SLD.

1.2.   Some Third Level Domains have been issued by us in the past and remain valid. This means that out of necessity pre-registered SLDs are not available for registration by third parties. These are referred to as "Reserved Domains".

1.3.   When an application for registration of a **domain name** is submitted to us by you, or on your behalf, you are an Applicant. If your application is successful your **domain name** will be registered by us and you will be the Registrant.

1.4.   Domicilium (IOM) Limited may also be referred to as "We", "Our" or "Us" "Ourselves".

1.5.   **Higher level domain** means a sub-domain of an existing domain, for instance a Third Level Domain is a higher domain than an SLD.

2.   Registration of Domain Names

2.1.   The Rules have been made by us in our capacity as designated manager for the .im TLD with the authority of the Isle of Man Government.

2.2.   We administer the SLDs within the .im TLD

2.3.   Each application by you for a **domain name** must be an application to register one SLD although many domains may be registered through the online shopping basket system provided they have the same owner and contacts.

2.4. Certain organisations have registered **domain names** with us and these organisations may offer to register a third or higher level domain for you as a sub-domain of their **domain name**. We do not accept responsibility for any registration of these domains by you with other organisations, nor do we control the naming of these domains by these Rules or otherwise.

2.5. We reserve the right to refuse the registration of **domain names** and revoke **domain names** at the request of the **Designated Official**.

2.6. Registration of one **domain name** does not entitle you to any rights to register or other rights over any similar **domain name**.

3. General Rules

3.1. We reserve the right to check your application for compliance with the Rules either before or after your **domain name** is registered or renewed with us.

3.2. We will accept applications which comply with the Rules and register **domain names** on a first come first served basis. This means that, except where set out in the Rules, we will not vet your application to:

- restrict who may apply for and register **domain names**; or

- restrict which **domain names** may be held by you; or

- restrict the number of **domain names** which may be held by you.

3.3. If your application is for a **domain name** which is identical to a **domain name** which has already been registered with us, your application will be rejected. Note that **domain names** are not case sensitive, so that domain.im is the same as DomaiN.im, and accordingly cannot be separately registered. Thus these Rules are drafted on the assumption that all letters are lower case.

3.4. In some instances we may request certain information from you regarding your legal identity when you make an application for or seek to amend the registration of a **domain name**.

3.5. As set out in our terms and conditions, we may **cancel** or suspend the registration of a **domain name** if you breach any of the Rules.

3.6. Some **domain names** have been allocated to registrants or to other organisations for historical reasons. No change in these rules will affect the validity of a **domain name** registration which was registered before the date of that change unless, in our sole discretion, technical reasons require that such a change shall effect the validity of an existing **domain name** registration.

4. Structure restrictions on Domain Names

4.1. If the SLD in your application does not meet the requirements in this section then your application cannot be accepted by us.

4.2. The SLD may only contain the following characters ("Characters") or a combination thereof:

- the twenty-six unaccented Roman letters (i.e. a-z inclusive);

- the ten western digits (i.e. 0-9 inclusive);

- hyphens;

- The first or last Characters of a SLD may not be a hyphen.

4.3. Internationalised **domain names** are not currently offered and so **domain names** that start with the characters "xn--" (i.e. "xn" followed by two dashes) may not be registered.

4.4. The complete **domain name** may not be more than sixty-four Characters long in total, but can be any number from 3 to 64 (inclusive of ".im").

5. Content restrictions on Domain Names and maintenance of the restricted word lists.

5.1. An application for a **domain name** may be rejected for one of the following reasons:

- It is included on the .im **Black List**;

- Is on the Reserved Domain List and is unavailable for registration;

- Upon review by the **Designated Official** if the **domain name** is deemed to be profane or otherwise undesirable it may be withdrawn and added to the **Black List** retrospectively.

5.2. An application for a domain may be referred for approval if it includes words or terms which are in the list for referral. This includes words which are connected to regulated activities on the Isle of Man.

5.3. The lists of undesirable words and words for referral are maintained by us in consultation with the Isle of Man Government and are not in the public domain.

5.4. The lists are subject to change without notice.

5.5. An application sent for referral does not mean that the application will be rejected or is likely to be rejected. It is however likely that additional information will be requested to support the application.

6. Appeal against rejection of Domain Name Application

6.1. Applicants for a **domain name** that is rejected under the terms of section 5 of the Rules may appeal stating the reasons why the name should be approved by selecting the Appeal process available on the web site within 10 **days** of the rejection notice.

6.2. Appeals will be considered by the **Designated Official**.

6.3. The Appeal **decision** will be sent to the email address specified in the Appeal by us.

6.4. The **decision** by the **Designated Official** on an appeal will be final.

7. Domain Approval Process

7.1. All domains registered through the nic.im web site follow the following process:

- The domain is checked to ensure it is not already active;

- The domain is checked to ensure that it meets the criteria outlined in rule 4;

- The domain is checked to ensure it is not included on any of the restricted word lists (see rule 5);

- The Domain is provisionally approved and entered onto the active name list. It is then available for use subject to payment being received;

- All Domains referred to the **Designated official** will be considered within 2 working **days**.

8. Withdrawal of a Domain Name

8.1. The Isle of Man Government retains the right to withdraw any **domain name** deemed to be undesirable within 2 (two) working days of application.

8.2. A **domain name** may be reviewed and may be withdrawn or suspended by the Isle of Man Government at any time if it is deemed that the name no longer is an acceptable **domain name** as defined within rule 11. Under this clause the name registrant may lodge a complaint via the IM DRP.

8.3. All **domain names** are reviewed by the Designated official and notification of a withdrawal will be sent to the email address specified at the time of application and to ourselves.

8.4. Any registration fees accepted at the time of registration for a domain subsequently rejected by the Designated official will be refunded within 30 days of rejection.

8.5.   Upon receipt of a **domain name** withdrawal notice we will deactivate the **domain name**.

8.6.   It is to be assumed that any **domain name** is approved unless notified otherwise.

9.   Length of Registration

9.1.   **Domain names** may be registered for 1, 2, 5 and 10 year periods. These periods may be subject to change, and such changes will be published on the www.nic.im web site.

10.   Renewals

10.1.   Notification of domain expiry will be sent to by email all the nominated contacts 60 **days**, 30 **days**, 5 **days** and 1 day prior to expiry followed by final notification of expiry at which time the domain is de-listed from the .im **domain name** Servers and becomes available for registration by any party after a period of 1 month has elapsed. The notification periods may be subject to change, and such changes will be published on the www.nic.im web site.

11.   Suspension of a .im Domain

11.1.   Domicilium (IOM) Limited reserve the right to suspend the use of a **domain name** for one of the following reasons:

- Requested to do so by the **Designated official**

- Upon receipt of a legal ruling from the Isle of Man Courts

- To protect the level of service provided to other domains should the amount of requests to the **domain name** servers impair the operation of the IM Domain.

11.2.   The **Designated Official** may request suspension or withdrawal of a **domain name** in the national interest, or should it consider for any reason the **domain name** is being used for an improper purpose to include anything illegal, considered defamatory or detrimental to the good name of the Isle of Man.

12.   How to transfer a Domain Name

12.1.   In order to transfer ownership of a **domain name** the following process must be followed:

- A request is made to the current registrant of the Domain to "Unlock" the domain via email.

- The current Registrant amends the domain record by logging onto the www.nic.im website to "Unlock" from "Lock"

- A request is then made by the person requesting ownership for the domain to be transferred through the www.nic.im website which is automatically notified to the existing registrant.

- The existing registrant approves or rejects the transfer request.

Should a **domain name** be transferred from the .im Registry to another Registrar, any records, including NS, A, CNAME and MX associated with the **domain name**, will be removed from the .im Registry's Name Servers. It is the Registrant's responsibility to ensure that they have considered this as part of the transfer process. The .im Registry cannot be held liable for any interruption to services associated with the **domain name** due to the deletion of such records during the transfer process.

13.   Modifications to the Rules

13.1. We reserve the right to make reasonable modifications to the **IM rules** at any time. We will only do so when we have good reason. Each such change will be published in advance (where practicable, 30 calendar days in advance) on our web site: http://www.nic.im and will become binding and effective upon the date specified therein.